

Brownstein Hyatt  
Farber Schreck

# 5870

William E. Moschella  
Of Counsel  
202.296.7353  
202.296.7009 fax  
wmoschella@bhfs.com

Mr. Gregory J. Kuykendall  
Kuykendall & Associates  
531 S. Convent Avenue  
Tucson, AZ 85701-2612

RE: Fee Agreement for Representation – Amendment to Agreement Dated January 26, 2009

Dear Mr. Kuykendall:

You have asked us, and we have agreed, subject to our firm's conflicts of interest check, to act as government relations counsel for Kuykendall & Associates regarding the implementation of the International Court of Justice's decision in the *Case Concerning Avena and Other Mexican Nationals (Mex. v. U.S.)*, 2004 I. C. J. 12. The purpose of this letter is to confirm the terms and conditions of Brownstein Hyatt Farber Schreck's (BHFS) representation of Kuykendall & Associates' interests.

Effective April 1, 2013 our retainer fee amount will be \$4,285 per month through May 31, 2013. This agreement will expire on May 31, 2013.

It is anticipated that William Moschella will perform most of the work on this matter. We may assign additional lawyers or professionals in our firm to represent you if, in our judgment, that becomes necessary or desirable.

In addition to charging fees for government relations work, we also charge for certain out-of-pocket costs incurred by us in representing you. Charges for long distance telephone calls (domestic only), telecopy charges (domestic only), in-office copying, ordinary postage (under \$10.00), and deliveries made by in-house staff are covered by an administrative fee, currently equal to 2.5% of the fees charged. This administrative fee is in lieu of itemizing those expenses and may be adjusted over time. If there are other expenses, such as computer-assisted research fees, out-of-town travel, meals, or hotel accommodation charges, prior approval from Mr. Kuykendall will be secured and will be billed separately.

This representation may require registration pursuant to the Foreign Agents Registration Act (FARA). Should that be necessary, FARA compliance costs will be passed on to you.

We bill for our services on a monthly basis. You agree to make payments within 30 days of your receipt of a statement. We reserve the right to suspend performing services and to promptly move to withdraw from the representation upon a failure to timely pay a bill.

1350 I Street, NW, Suite 510 | Washington, DC 20005-3355  
Brownstein Hyatt Farber Schreck, LLP | bhfs.com

202.296.7353 tel  
202.296.7009 fax

Mr. Gregory J. Kuykendall

Page 2

We shall adhere to the guidelines set forth in the attached "MCLAP Billing Requirements" and shall mail our invoices and receipts to the MCLAP bookkeeper:

Ruth Ann Valdivia  
63870 W. Quail Haven Drive  
Bend, OR 97701

**We note that the billing requirements describe non-reimbursable fees and expenses. In addition, all expenses must be documented with original receipts that show the date, items purchased, price per item and total price, and this information on the receipts must be clearly legible when received by MCLAP.**

We shall submit our billing on a monthly basis. All fees and expenses incurred prior to June 1, 2013, shall be submitted for payment by June 15, 2013. We understand that due to Mr. Kuykendall's contractual obligations with the Government of Mexico, ***billing submitted after this date will not be paid.***

We also wish to emphasize that BHFS provides a wide array of legal and public policy services to many clients around the world. These services include legislative and administrative representation on matters that may affect your interests, directly or indirectly. Therefore, as a condition of our undertaking to represent any client on a particular matter as described in the engagement letter, we hereby ask you, as we do each of our clients, to waive objection to any conflict of interest that might be deemed to be created by our representation of other clients in legislative or administrative policy matters that are unrelated to the specific representation we have been asked to undertake on your behalf. Your waiver will permit us to represent another client in advocating a change in law or policy areas such as, but not limited to, environmental or business regulation, international trade, telecommunications or taxation, even if the policy we advocate would or might have a direct or indirect adverse impact upon your interests.

You also agree that the work product of our attorneys, public policy professionals, and staff, including notes, research, and documents which we prepare, is the property of the firm. It is our policy to destroy all client files (including all documents and materials therein), eight years after we close such files upon completion of each matter. This file destruction procedure is automatic and you will not receive further notice prior to the destruction of these files.

We understand that Mr. Kuykendall contracts directly with the Mexican government as the Director of MCLAP and his duties include arranging for attorneys to provide legal services related to Mexican nationals in death penalty cases. While Mr. Kuykendall is not personally obligated for payment of our fees and costs, Mr. Kuykendall understands the importance of prompt payment and will use his best efforts to see that our fees and costs are paid in a timely manner. If we have questions or concerns in that regard, we will contact Mr. Kuykendall without delay.

Mr. Gregory J. Kuykendall

Page 3

Either party may terminate this Agreement with or without cause upon written notice. Each party agrees that if the Agreement is terminated, each party will fulfill the responsibilities to which it has committed prior to the time that notice of termination is given.

In the unlikely event of any dispute regarding this contract, both parties agree to be bound by arbitration applying Arizona law in Arizona. If you are in agreement with the contents of this letter, please sign below and send the original letter back to me. Thank you for your assistance in this matter.

We are very pleased and privileged to work with you. Occasionally, we may provide lists of representative clients to various publications and may use your company name in marketing materials. Unless you instruct us to the contrary, you hereby consent that such use is acceptable.

Please indicate your agreement to the terms of this letter by executing the enclosed copy and returning it to me. We appreciate the opportunity to represent you.

Date: April 1, 2013

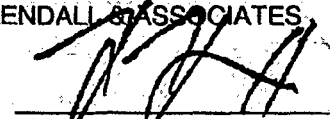
BROWNSTEIN HYATT FARBER SCHRECK, LLP

By:

  
William E. Moschella

KUYKENDALL & ASSOCIATES

By:

  
Gregory J. Kuykendall